

REMARKS

By this Amendment, Applicants amend the specification and claims 1, 3, 11, 12, 16, 23, and 25. The claim amendments are supported by the specification at, for example, p. 9, lines 9-12; p. 1, lines 13-16; and p. 8, lines 20-25. Claims 1-9, 11, 12, and 15-31 are pending in this application.

In the Final Office Action,¹ the Examiner objected to the drawings; rejected claims 1, 11, 12, and 23 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement; rejected claim 1, 11, 12, and 23 under 35 U.S.C. § 112, second paragraph, as being indefinite; rejected claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 101 as being directed to non-statutory subject matter; and rejected claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,566,319 to Lenz ("*Lenz*").

I. Objection to the Drawings

Applicants respectfully traverse the objection to the drawings. The Examiner states, "the method of claims 1 and 12 must be shown" in the drawings. Final Office Action, p. 2. However, the Examiner does not specify what the Examiner believes is missing from the drawings. Applicants submit that all features of claims 1 and 12 are included in the drawings. Furthermore, Applicants respectfully request that the Examiner specifically point out exactly what may be missing from the drawings should

¹ The Final Office Action contains a number of statements reflecting characterizations of the related art, case law, and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Final Office Action.

the Examiner maintain the objection to the drawings so that Applicants can appropriately respond to the Examiner's objection. Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the objection to the drawings.

II. Rejection of Claims 1, 11, 12, and 23 under 35 U.S.C. § 112, First Paragraph

Applicants respectfully traverse the rejection of claims 1, 11, 12, and 23 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The Examiner alleges that "the specification does not mention 'displaying . . . whether the read and/or write access . . . can be performed' and 'restricting a read and/or write access on the data object.'" *Id.* at 3. The Examiner's allegation is incorrect.

Applicants' specification² discloses, for example, "output means 112 for interaction with a user" (p. 9, line 2), output (Fig. 1, ref. 102), "a test whether the data in the data object is readable" (p. 13, lines 18-19), and "[i]f . . . , [then] the application can have read/write access to the data object" (p. 15, lines 20-23). These disclosures, among others, provide sufficient support for "displaying . . . whether the read and/or write access . . . can be performed."

Furthermore, Applicants' specification discloses, for example, "[i]f . . . , [then] the application terminates" (p. 15, lines 18-20). In addition, Applicants' specification discloses, for example, "[i]f no P-lock exists, . . . [then] the application can have read/write access to the data object" (p. 15, lines 20-23) and "[i]f no file is assigned, . . .

² In making reference to the specification, Applicants are in no way intending to limit the scope of the claims to the exemplary embodiments described in the specification. Rather, Applicants are entitled to have the claims interpreted broadly, to the maximum extent permitted by statute, regulation, and applicable case law.

[then] the application can have read/write access to the data object” (p. 16, lines 7-10).

Although not explicitly stated, the opposite conditional statements are implied. That is, if P lock does exist, then the application cannot have read/write access to the data object and if a file is assigned, then the application cannot have read/write access to the data object. These disclosures, among others, provide sufficient support for “restricting a read and/or write access on the data object.”

Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claims 1, 11, 12, and 23 under 35 U.S.C. § 112, first paragraph.

III. Rejection of Claim 1, 11, 12, and 23 under 35 U.S.C. § 112, Second Paragraph

Applicants respectfully traverse the rejection of claims 1, 11, 12, and 23 under 35 U.S.C. § 112, second paragraph, as being indefinite. The Examiner alleges that “the method does not perform any steps when the ID is not stored successfully.” Final Office Action, p. 3 (emphasis in original). Although Applicants disagree with the Examiner’s allegation, to advance prosecution, Applicants amend claims 1, 11, 12, and 23 to address the Examiner’s concerns. Applicants submit that the amended claims are not indefinite. Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claims 1, 11, 12, and 23 under 35 U.S.C. § 112, second paragraph.

IV. Rejection of Claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 101

Applicants respectfully traverse the rejection of claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 101 as being directed to non-statutory subject matter.

The Examiner alleges that “the disclosed subject matter provides for performing read or write access on a data object, which may be a tangible result. However, since this does not occur in every situation and no other output is apparent in the disclosure, the invention lacks the necessary tangible result in every case.” *Id.* at 4. This is incorrect. Applicants’ claims do produce a tangible result in every case because regardless of whether read and/or write access on the data object is restricted or can be performed, that result is displayed to the user on an output display. For at least this reason, Applicants’ claims produce a tangible result in every case.

The Examiner further alleges that Applicants’ “claims are directed to software *per se.*” *Id.* The Examiner’s allegation is incorrect, because Applicants’ claims recite “an output display” and “displaying to a user . . . whether the read and/or write access on the data object is restricted or can be performed.” The Examiner further alleges that “the claimed ‘means’ are not necessarily hardware.” *Id.* at 17. However, even though claims 11 and 23 recite “means,” claims 11 and 23 recite “an output display,” which is hardware.

In addition, the Examiner alleges that Applicants’ claims are non-statutory because, according to the specification, “the computer readable medium includes propagation media, which are commonly carrier waves.” *Id.* at 5. Although the

Examiner's allegation is incorrect, to advance prosecution, Applicants amend the specification to exclude "propagation medium."

Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 101.

V. Rejection of Claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 102(b)

Applicants respectfully traverse the rejection of claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 102(b) as being anticipated by *Lenz*. In order to properly establish that *Lenz* anticipates Applicants' claimed invention under 35 U.S.C. § 102, each and every element of each of the claims in issue must be found, either expressly described or under principles of inherency, in that single reference. Furthermore, "[t]he identical invention must be shown in as complete detail as is contained in the . . . claim." See M.P.E.P. § 2131, quoting *Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). Applicants submit that *Lenz* does not teach or suggest each and every element of Applicants' claims.

Independent claim 1 recites a method comprising, among other steps, "determining whether a link to a second storage location having a copy of the data object is assigned to the ID in the first lock object." *Lenz* fails to teach or suggest at least this claim element.

As recited in claim 1, an "ID . . . contained in the first lock object" identifies and addresses a corresponding "data object . . . stored in a first storage location." In addition to the ID, there may be "a link to a second storage location having a copy of the data object . . . assigned to the ID." Thus, claim 1 recites both an ID associated with the

data object in the first storage location and a link associated with a copy of the data object in the second storage location.

The Examiner alleges that *Lenz* teaches the claimed “link” at col. 2, lines 9-10, which states, “[e]ach of the control fields is associated with a corresponding data address.” Because *Lenz* teaches that the control fields have associated data addresses of the original data, the data addresses in the control fields of *Lenz* can, at best, correspond to the claimed “ID.” However, *Lenz* does not disclose a “second storage location having a copy of the data object,” as recited in claim 1 (emphasis added). That is, the data addresses in the control fields of *Lenz* do not constitute a “link to a second storage location having a copy of the data object,” as recited in claim 1. Therefore, *Lenz* fails to teach or suggest “determining whether a link to the second storage location is assigned to the ID in the first lock object,” as recited in claim 1.

For at least the above reasons, *Lenz* does not teach or suggest each and every element of claim 1. Thus, *Lenz* fails to anticipate claim 1. Furthermore, claims 11, 12, and 23 recite elements similar to those discussed above for claim 1. Therefore, claims 11, 12, and 23 are allowable over *Lenz* for at least reasons similar to those given for claim 1. Dependent claims 2-9, 15-22, and 24-31 are allowable at least due to their dependence from allowable base claim 1, 12, or 23. Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claims 1-9, 11, 12, and 15-31 under 35 U.S.C. § 102(b).

CONCLUSION


In view of the foregoing, Applicants respectfully request reconsideration of this application and timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

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